

STANDARD TERMS AND CONDITIONS

1. **Applicability; Entire Agreement.** These terms and conditions of sale (the “Terms”) are the only terms and conditions that govern the sale of cellulose insulation (“Products”) by CleanFiber Buffalo, LLC (“Supplier”) to the customer (“Customer”) named in the Sales Agreement (as defined below). The accompanying agreement relating to the pricing, volume, timing, and method of the shipment of the Products from the Supplier to the Customer (the “Sales Agreement”), and these Terms (collectively, this “Agreement”) comprise the entire agreement between the Supplier and the Customer and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral. No other or additional terms or conditions are or will be accepted and are hereby expressly rejected. These Terms prevail over any of Customer’s general terms and conditions of purchase regardless whether or when the Customer submitted its purchase order or such terms. Fulfillment of the Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms. These Terms may be updated from time to time online at www.CleanFiber.com; provided, however, that such updates will only apply to future shipments of product if Customer has been notified in advance such changes prior to the shipment of Product.
2. **Term.** The term of the Agreement is set forth in the Sales Agreement (the “Term”). Should Supplier continue to sell Product to Customer after the end of the Term, such sales shall continue to be governed by the Terms unless otherwise agreed by the parties in writing.
3. **Pricing; Taxes:** The purchase price for the Product (“Purchase Price”) is listed in the Sales Agreement, which will designate whether or not the pricing includes delivery cost. Unless otherwise set forth in the Sales Agreement, pricing is based on and contingent upon full truckload shipments that are within plus or minus 25% of Customer’s Estimated Annual Volume. Supplier’s prices do not include sales, use, VAT, excise, occupation, processing, transportation, or other similar taxes that Supplier may be required to pay or collect with respect to the sale of any Product. All such taxes shall be the sole responsibility of the Customer and shall be paid by Customer, or Customer shall provide Supplier with a tax exemption certificate acceptable to the appropriate taxing authorities.
4. **Changes in Pricing.** Pricing will apply to the first truckload purchased by Customer. Thereafter, unless otherwise specified in the Sales Agreement, Supplier may change the pricing of product upon 30 days’ advance written notice to Customer; provided, however, Customer may cancel this Agreement in the event of any increase in price by Supplier. Notwithstanding the foregoing, if Customer and Supplier have agreed in a Sales Agreement that the price shall be fixed over a period of time or a volume of shipments, then the pricing shall remain fixed over that period (except as it may be modified in the case of deliveries by a fuel cost surcharge, as is described more fully at www.CleanFiber.com under our Diesel Fuel Price Adjustment Policy).
5. **Volume.** The Customer’s good faith forecast of demand for Customer’s overall annual demand (the “Estimated Annual Volume”) is as set forth in the Sales Agreement.
6. **Delivery.** The Product may be delivered to the Customer’s site (“Customer Site”) or may be made available for pickup at Supplier’s facility (“Pickup Point”), as designated in the Sales Agreement, using Supplier’s standard methods for packaging and shipping the Products. Supplier will use commercially reasonable efforts to deliver Product within five (5) business days of receipt of Customer’s Sales Agreement or Purchase Order, provided the order is consistent with the Estimated Annual Volume. For Products made available at the Pickup Point, Customer shall take delivery within five (5) business days after Supplier’s written notice that the Products have been delivered to the Pickup Point. Unless specifically stated in the Sales Agreement that “Time is of the Essence”, dates for the delivery or shipment of Products are approximate only and are subject to change. Supplier may, in its sole discretion and without liability or penalty, make partial shipments of the Products to the Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer’s order. Notwithstanding the foregoing, Supplier shall take commercially reasonable efforts to meet the forecasted dates provided to Customer in writing based on the then-current production capacity, and Customer understands that failure to meet such delivery dates shall not be deemed a breach of the Agreement.
7. **Shipping; Title and Risk of Loss.** Unless otherwise stated in the Sales Agreement, all Products that are shipped or picked up shall be FOB Origin. Title and risk of loss passes to Customer upon shipment of the Products. Customer shall note receipt for Products that are not in accordance with bill of lading or express receipt and Customer shall promptly make claim against such carrier for any shortage, damage, or discrepancy in the shipment per the ICC Code for Freight Claims.
8. **Payment Terms.** Payment of the Purchase Price is due within thirty (30) days after date of invoice and may be paid by check, ACH, or wire transfer to Supplier’s account. Failure to pay invoices when due, at Supplier’s election, will cause Supplier to withhold all subsequent deliveries until the full account is settled, and Supplier shall not, in such event, be liable for non-performance of the Agreement, in whole or in part. Customer agrees to pay, without formal notice, 1.5% per month of the amount not paid when due, or, if such rate is in excess of applicable governing law, Customer agrees to pay the maximum permitted rate. Supplier retains all remedies for Customer’s insolvency including, but not limited to, the right to stop delivery, reclaim any Products delivered, or withhold delivery except for cash. Customer may be provided credit by Supplier. If Customer has not complied with the payment terms, then Supplier, in its sole discretion, has the right to decrease or eliminate any credit terms.
9. **Installation Requirements.** Customer acknowledges and agrees that proper installation of Product is critical to Product performance. Therefore, Customer agrees to install Product in strict accordance with the installation requirements posted online at www.CleanFiber.com (the “Installation Requirements”). Customer acknowledges that such Installation Requirements may be periodically updated and accepts responsibility for ensuring compliance on an ongoing basis. Supplier shall **not** be liable for any damages to the Product or to other property, or any other damages, arising out of or related to any installation not performed in accordance with the Installation Requirements. Customer shall indemnify and hold Supplier, its affiliates and each of their respective directors, officers, employees, and agents harmless from any and all damages, claims, losses, or expenses (including, without limitation, court costs and attorneys’ fees) arising out of or relating to any installation of the Product not performed in strict accordance with the Installation Requirements.
10. **Inspection.** Customer acknowledges and agrees that thirty (30) days after receipt of the Product will provide Customer with a reasonable opportunity to inspect the Product and to confirm that the Product meets the specifications set forth at CleanFiber.com for the Product being purchased by the Customer (“Product Specifications”). Customer’s failure to inspect within said thirty (30) day period shall constitute a waiver of Customer’s right of inspection and rejection (including any claims for failure to meet Product Specifications or shortages), and such Products shall be deemed accepted by Customer. Supplier will, at its option, either (i) credit customer for any defective product, or (ii) replace the defective Product with a conforming Product within five (5) business days after receipt of notice of non-conformity; **provided, however**, that (i) the defective Product is reported to Supplier within said (30) day period, and (ii) Supplier can verify that the Product does not conform to the Product Specifications.
11. **Returns and Restocking.** Product may be returned to Supplier only with the prior written consent of Supplier.
12. **Warranty.**
 - a. Supplier warrants to the Customer that Product supplied under this Agreement will meet all technical and performance specifications required under ASTM C739.
 - b. IN THE EVENT OF ANY BREACH OF THE LIMITED WARRANTY IN SECTION 12(a), SUPPLIER’S SOLE OBLIGATION SHALL BE EXCLUSIVELY LIMITED TO, AT THE OPTION OF SUPPLIER, (I) REPLACEMENT, FOB SUPPLIER’S PICKUP POINT, OF ANY PRODUCT THAT SUPPLIER DETERMINES TO HAVE BEEN DEFECTIVE, OR (II) A FULL REFUND OF THE PURCHASE PRICE UPON RETURN OF THE PRODUCT TO SUPPLIER,

- c. EXCEPT FOR THE WARRANTY SET FORTH IN 12(a) ABOVE, SUPPLIER MAKES NO OTHER WARRANTIES WITH RESPECT TO ANY PRODUCT, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY AND/OR THOSE ARISING BY STATUTE OR OTHERWISE BY LAW OR FROM ANY COURSE OF DEALING OR USE OF TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. ANY ORAL OR WRITTEN STATEMENT, INFORMATION OR ADVICE GIVEN OR MADE BY SUPPLIER OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR DISTRIBUTORS ABOUT THE PRODUCT OR THE PERFORMANCE OF THE PRODUCT: (I) SHALL NOT CONSTITUTE A SUPPLIER REPRESENTATION OR WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTY; (II) SHALL NOT BE RELIED UPON BY CUSTOMER OR ANY OTHER PERSON; AND (III) IS NOT A PART OF THE WARRANTY.
 - d. The Supplier shall not be liable for a breach of the warranties set forth in Section 12(a) unless: (i) Customer gives written notice of the defective Products, as the case may be, reasonably described, to Supplier within one (1) year from Supplier's delivery of the Products; (ii) if applicable, Supplier is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 12(a) to examine such Products and installation methods; and (iii) Supplier reasonably verifies Customer's claim that the Products are defective.
 - e. The Supplier shall not be liable for a breach of the warranty set forth in Section 12(a) if: (i) the defect arises because Customer failed to strictly adhere to the Installation Requirements or follow Supplier's oral or written instructions as to the storage, installation, or use of the Products; or (ii) Customer otherwise alters such Products without the prior written consent of Supplier.
 - f. THE REMEDIES SET FORTH IN THIS SECTION 12 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE SUPPLIER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 12(a).
- 13. Termination.** Either party may terminate this Agreement, and/ or any Sales Agreement hereunder, if the other party has materially breached this Agreement, which breach has not been cured within thirty (30) days after written notice has been provided by the non-breaching party to the breaching party. Customer has the right to cancel any Sales Agreement hereunder within twenty (20) days after notice of a price increase has been received.
- 14. Limitation of Liability.** IN NO EVENT SHALL SUPPLIER, ITS AFFILIATES OR EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY DEFINED AS "**CLEANFIBER GROUP**") BE LIABLE FOR, AND CUSTOMER SHALL DEFEND, INDEMNIFY AND RELEASE CLEANFIBER GROUP FROM AND AGAINST, ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (COLLECTIVELY DEFINED AS "**CONSEQUENTIAL DAMAGES**"), WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION THIRD PARTY CHARGES AND COSTS, LOST PROFITS, PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION THE NEGLIGENT ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED), OR DUTY (STATUTORY OR OTHERWISE), OR STRICT LIABILITY OF CLEANFIBER GROUP, OR ANY OTHER THEORY OF LEGAL LIABILITY, WHETHER ASSERTED IN CONTRACT, TORT, OR OTHER THEORY OF LAW. SUPPLIER'S MAXIMUM LIABILITY TO CUSTOMER WITH RESPECT TO THE PRODUCTS SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE APPLICABLE CLAIM IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE CLAIM.
- 15. Force Majeure.** Supplier shall not be liable to Customer for any breach of this Agreement to the extent any such breach is due to any cause which is beyond the reasonable control of Supplier, including fire, explosion, flood, or other acts of God; acts, regulations, or laws of any government; war, terrorist threats or acts, or civil commotion; strike, lock-out or labor disturbances; failure to procure labor; inability or delay in procuring adequate or suitable materials; power outage; telecommunication breakdown; or restraints or delays affecting carriers.
- 16. Prohibition on Resale or Distribution.** Customer agrees that Product purchased will be installed by Customer and Customer will not resell any Product under any circumstances or act as a distributor of the Products.
- 17. Miscellaneous.**
- a. **Governing Law; Jurisdiction/Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without reference to conflicts of law principles. For purposes of litigating any claim or dispute arising from or related to this Agreement, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the New York State courts located in Erie County, New York, or of any federal court located in the Western District of New York, and agree that such litigation shall be conducted before those courts, and expressly waive all rights to challenge the jurisdiction and venue of those courts.
 - b. **Limitation of Actions.** Any action by Customer against Supplier for breach of this Agreement or for failure to provide relief under a warranty claim pursuant to this Agreement must be commenced within fifteen (15) months from when tender of delivery of the Products was made.
 - c. **No Authority.** No agent, employee or representative of Supplier has any power or authority except to take orders for Supplier's Products and to submit the same to Supplier, at Supplier's factory, for Supplier's approval and acceptance on the terms herein or rejection.
 - d. **Notices.** All notices hereunder will be in writing to the party at its address set forth in the Sales Agreement. Each party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). A notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the notice has complied with the requirements of this Section.
 - e. **Assignment.** Neither party may assign its rights or delegate its duties hereunder, without the prior written consent of the other party except for any assignment in connection with a change of control of the assigning party (including a sale of substantially all of its assets), or any assignment by the Supplier to any affiliate. Any assignment or any attempted assignment in contravention of this Section shall be void and without effect.
 - f. **Binding Provisions.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and all other successors in interest, subject to the restrictions on assignment set forth in this Agreement.
 - g. **Captions.** The paragraph captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the paragraphs of this Agreement, nor in any way affect this Agreement.
 - h. **Modification; Partial Invalidity or Waiver.** This Agreement may not be modified or rescinded except as expressly provided herein without the written consent of both parties. The waiver of any breach of any provisions of this Agreement by either party shall not operate or be construed as a subsequent waiver by either party of any term or condition of this Agreement. In case any one or more of the provisions contained in this Agreement shall, for any reason, be declared invalid, illegal or unenforceable, such declarations shall not affect any other provisions of this Agreement, but, shall be interpreted, without such unenforceable provision or portion thereof so as to give effect, in so far as possible, to the original intent of the parties and shall otherwise be enforceable to the fullest extent permitted by law.
 - i. **Conflicts.** In the event of any conflict between the Terms and the Sales Agreement, the terms of the Sales Agreement will control.
 - j. **Counterparts.** The Agreements may be executed via an e-signature platform or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.